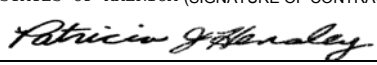


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96311M-3216-5214		PAGE 1 OF 9	
2. CONTRACT NO. DACW31-03-P-0422		3. AWARD/EFFECTIVE DATE 29-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0129	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELI HENDERSON				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3529	
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 2819 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO WASHINGTON AQUEDUCT DIV, PLANT OPS BR RANDY HILL DALECARLIA SECTION 5900 MACARTHUR BLVD NW WASHINGTON, DC 20016-2514		CODE E250610		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715			
17a. CONTRACTOR/ OFFEROR POLYDYNE INC LAWRENCE D. GRIZZLE 1 CHEMICAL PLANT ROAD, P.O. BOX 279 RICEBORO GA 31323 TEL. (912)880-2035		CODE 1LB61 FACILITY CODE		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$54,450.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 29-Sep-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32d. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32e. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SPECS

SPECIFICATIONS CATIONIC POLYMER Poly(Diallyldimethylammonium Chloride)

1. **Requirement** – In accordance with the specification, supply Cationic Polymer to Washington Aqueduct – Dalecarlia from October 1, 2003 to September 30, 2004.

The cationic polyelectrolyte Poly(Diallyldimethylammonium Chloride) shall be herein referred to as polyDADMAC

2. **General** – The purpose of this specification is to provide the minimum requirements for Cationic Polymer polyDADMAC including physical, chemical, shipping, and testing requirements.

3. **Physical Requirements** –

- (a) The polyDADMAC supplied usually appears clear (may exhibit slight turbidity) with a colorless to amber hue.
- (b) The polyDADMAC supplied must be in liquid emulsion form, easily applied by metering pumps and water miscible.
- (c) The cationic polymer emulsion shall have a strong positive charge.
- (d) The polyDADMAC must be free from visible foreign matter and sediment and be suitable for use with potable water.
- (e) The polyDADMAC must be freeze/thaw stable, requiring nothing more than agitation to place thawed material back into a useable form.

4. **Quality** –

- (a) The polyDADMAC supplied shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with polyDADMAC.
- (b) The polyDADMAC shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- (c) The product shall be approved and in accordance with AWWA B451-98 specification.
- (d) Failure to comply with this requirement may, at the discretion of the Washington Aqueduct, be considered grounds for cancellation of the contract for the remainder of the contract period.

- (e) The Contractor shall provide a letter stating NSF approval of the polyDADMAC as a cationic polymer with the contract bid.
- (f) The polyDADMAC must be effective over a broad water pH range.
- (g) The product supplied must be safe to handle by operating personnel.
- (h) The polyDADMAC shall be supplied by an ISO 9002 quality standard certified company and from a specific plant or site holding this certification. The Contractor shall supply a copy of a valid certification with the bid.
- (i) The product supplied shall contain 20% active polyDADMAC measured using ASTM standards.

5. **Affidavit of Compliance** –

- (a) The Contractor shall submit an affidavit of compliance stating the quality of polyDADMAC complies with these specifications. The affidavit shall accompany each polyDADMAC delivery.
- (b) The affidavit of compliance verifies that the polyDADMAC meets the quality parameters as specified and detailed in Section 3 and 4 above.
- (c) The affidavit of compliance shall also contain:
 - (1) Density
 - (2) Specific weight of solution
 - (3) Date of shipment
- (d) The person(s) authorized to certify the affidavit of compliance must have experience with the product.

6. **Certified Laboratory Report** –

- (a) A certified laboratory report shall be submitted to the Washington Aqueduct:

**Washington Aqueduct
Dalecarlia Water Treatment Plant
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514
Attention: Woody Peterson**

- (b) The report must be received by the Washington Aqueduct within 7 calendar days of the initial delivery and shall verify the polyDADMAC meets the requirements of specification Section 3, and 4.
- (c) In addition the laboratory report shall contain the following polyDADMAC properties:
 - (1) pH

- (2) Specific Gravity
- (3) Flash Point
- (4) Date of Shipment

(d) The person(s) authorized to certify the laboratory report must have experience with laboratory work.

7. **Quantity** –

- (a) The polyDADMAC delivery requirements are as stated in Section 8 below.
- (b) The established requirements are given as a minimum and maximum amount to be delivered.
- (c) It is the intent of this agreement to require the Contractor to furnish all the Washington Aqueduct's polyDADMAC requirements at the Dalecarlia WTP mentioned below.
- (d) Any difference between the actual quantity delivered compared to the estimated quantity shall not entitle the Contractor to an adjustment in the unit price or to any other compensation.
- (e) Estimated quantities are based on 275-Gallon Tote Bins.

8. **Delivery** –

- (a) The Contractor shall make polyDADMAC deliveries upon request, in 275-gallon tote bins.
- (b) The deliveries shall be to following Government facility:

**Washington Aqueduct
Dalecarlia Water Treatment Plant
Plant Operations Branch
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514**

- (c) The Contractor shall supply the Dalecarlia WTP with a minimum of 10 tote bins of polyDADMAC and a maximum of 75 tote bins.
- (d) The Contractor shall make the deliveries within 4 calendar days after notification except for emergency deliveries, which might include holidays and night hours. Emergency deliveries may be required within 8 hours after notification at no additional cost to the Washington Aqueduct.
- (e) The Contractor shall immediately notify the Dalecarlia WTP 202-764-2700 of any delay to a scheduled delivery. The Contractor shall arrange for an alternate delivery time.
- (f) All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m., Monday thru Friday, excluding holidays. The Contracting Officer's Representative must approve any exception to this requirement.
- (g) The Contractor shall be reimbursed for demurrage charges incurred as a result of delays caused by the Washington Aqueduct whenever unloading has not started within 2 hours after arrival.

9. **Condition of Cargo Trailers** –

- (a) All cargo trailers used for the delivery of polyDADMAC, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.
- (b) Any cargo trailer found leaking chemicals should not be allowed to depart any facility until the Contractor or his designated representative makes appropriate repairs.
- (c) Any cargo trailer found to be leaking chemicals should be considered an emergency situation requiring immediate attention by the Contractor.

10. **Safety Requirement** – The cargo trailer operator shall wear the appropriate protective face and body apparel, as required by the Occupational Safety and Health Act, when unloading the polyDADMAC.

11. **Spillage** –

- (a) The Contractor and the cargo trailer operator shall be responsible for all spillage clean-up, contaminated matter, and the removal of all contaminated cleanup material.
- (b) The Dalecarlia WTP 202-764-2700 shall be notified immediately of any spillage.

12. **Rejection of Deliveries** –

- (a) The Washington Aqueduct reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated.
- (b) Upon arrival at a facility, the cargo trailer operator shall present to on-site personnel the following items:
 - (1) Contractor's shipping invoice
 - (2) Affidavit of compliance (see Section 5)
- (c) The Washington Aqueduct may at any time test the polyDADMAC for specific gravity and visually inspect it for proper color and other evidence of contamination.

13. **Information of Contractor** – The Contractor shall forward to the Washington Aqueduct, upon award of contract, the following information:

- (a) Sales Office Information including:
 - (1) Address
 - (2) Telephone number(s)
 - (3) Normal working hours
 - (4) Responsible personnel
- (b) Ordering Office Information:
 - (1) Telephone number(s)
 - (i) During working hours
 - (ii) During non-working hours

- (2) Normal working hours
- (3) Responsible personnel

(c) Chemical-Emergency Assistance (24 hours a day)

- (1) Telephone number(s)
- (2) Responsible personnel

14. Product Information Bulletin, NSF Listing, Material Safety Data Sheet.

– Upon contract award, one set of reproducible originals (along with reproduction rights) of the product Information Bulletin, a NSF letter of acceptance, and Material Safety Data Sheet for the polyDADMAC supplied, shall be forwarded by the Contractor to:

**Washington Aqueduct
Dalecarlia Water Treatment Plant
Plant Operations Branch
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514
Attention: Woody Peterson**

15. Chemical Delivery Security –

(a) Upon contract award, the Contractor shall send the names and photographs of the cargo trailer operators making deliveries to:

**Washington Aqueduct
Plant Operations Branch
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514
Attention: Woody Peterson**

- (b) The Contractor shall provide the Dalecarlia WTP 202-764-2700 with the cargo trailer operator's name prior to the delivery leaving the polyDADMAC plant. This allows the Dalecarlia Operations Branch time to match the cargo trailer operator name and photo identification prior to arrival.
- (c) Each cargo trailer used to deliver polyDADMAC 275-gallon tote bins shall be totally enclosed. Open flat bed cargo trailers are not acceptable.
- (d) Each polyDADMAC 275-gallon tote bin cargo trailer shall have a security tag number located on the door handle. The security tag number shall be faxed to the Dalecarlia WTP 202-764-2401 after each trailer has been loaded and is ready for shipping. Once each delivery is made, the tag number shall be checked to assure the cargo trailer has not been tampered with.
- (e) The polyDADMAC 275-gallon tote bin lot numbers shall be faxed to the Dalecarlia WTP 202-764-2401 as part of the bill of lading and packing slip. This lot number can be checked to assure the cargo has not been tampered with.
- (f) The Dalecarlia WTP 202-764-2700 shall be immediately notified of any changes in the driver, cargo trailer, and or delivery schedule.

16. **Return of Empty Tote Bins** – The Contractor shall be responsible for the return of all empty tote bins at no cost to the government.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		75	Each	\$726.00	\$54,450.00

61040006- CATIONIC POLYMER
FFP

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE THE FOLLOWING ITEMS IN STRICT ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS: PROVIDE CATIONIC POLYMER IN 275-GALLON TOTE BINS DURING THE PERIOD OF 01 OCTOBER 2003 THRU 30 SEPTEMBER 2004.
P.O.C.:JOHN PETERSON (202)764-0009/RANDALL HILL (20)764-2727,
CONTRACTING P.O.C.: JACKIE HENDERSON (410)962-3529, VENDOR
REP. L. D. GRIZZLE (912)880-2035
PURCHASE REQUEST NUMBER: 96311M-3216-5214

NET AMT	\$54,450.00
---------	-------------

ACRN AA Funded Amount	\$54,450.00
-----------------------	-------------

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	WASHINGTON AQUEDUCT DIV, PLANT E250610 OPS BR RANDY HILL DALECARLIA SECTION 5900 MACARTHUR BLVD NW WASHINGTON, DC 20016-2514 202-764-2767 FOB: Destination
------	-----------------------------------	-----	---

ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000 08 2471 008273 96499 2600 001SZV
AMOUNT: \$54,450.00

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation)	APR 2001
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001

252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	APR 2001
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991